

## *St. Louis City Ordinance 63093*

FLOOR SUBSTITUTE

BOARD BILL NO. [93] 280

INTRODUCED BY ALDERMAN JO ANNE WAYNE

An Ordinance authorizing and directing the Airport Director and the Comptroller of the City of the St. Louis to enter into and execute on behalf of the City of St. Louis a certain Sublease between the City of St. Louis and the United States of America, which Sublease of property to the United States of America will allow the United States Government to use and occupy the premises for the installation and maintenance of a lead in light system (LLDIN), and which Sublease is identified by the Federal Aviation Administration as Lease No. DTFA09 93 L 10632, and which Sublease is contained verbatim in Section One of this Ordinance; and containing an emergency clause.

BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:

Section One. The Airport Director and the Comptroller of the City of St. Louis are hereby authorized and directed to enter into and execute on behalf of the City of St. Louis a certain Sublease between the City of St. Louis and the United States of America, which Sublease of property to the United States of America will allow the United States Government to use and occupy the premises for the installation and maintenance of a lead in light system (LLDIN), and which Sublease is identified by the Federal Aviation Administration as Lease No. DTFA09 93 L 10632, and which Sublease reads in terms and figures as follows:

DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

601 EAST 12TH STREET

FEDERAL OFFICE BUILDING

KANSAS CITY, MISSOURI 64106

Lease No. DTFA09 93 L 10632

Facility Long Lead in Light (LLDIN)

Location Lambert St. Louis International

Airport, St. Louis, Missouri

SUBLEASE

between

CITY OF ST. LOUIS AIRPORT AUTHORITY

Operating as Lambert St. Louis International Airport

(Sublessor)

and

THE UNITED STATES OF AMERICA

THIS SUBLEASE, made and entered into this day of , 1993, by and between Sublessor and the Government.

WITNESSETH: The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. TERM AND USE.

For the term beginning July 1, 1993, and ending September 30, 1993, the Sublessor hereby subleases to the Government the following described property, hereinafter referred to as the premises:

See Attachment 1 for Legal Description Page 2 Lease No. DTFA09 93 L 10632 Government may use and occupy the premises for the installation and maintenance of a lead in light system and the pole and wires related thereto ("installed equipment").

(a) Together with a right of way for ingress to and egress from the premises; a right of way for establishing and maintaining a pole line or pole lines for extending electric power and/or telecommunication lines to the premises; and a right of way for subsurface power, communication and/or water lines to the premises; all rights of way to be over the said lands and adjoining lands of the

Sublessor, and unless herein described by metes and bounds, to be most convenient to the Government.

(b) And the right of grading, conditioning, and installing drainage facilities, and seeding the soil of the premises, and the removal of all obstructions from the premises which may constitute a hindrance to the establishment and maintenance of the Government facilities.

(c) And the right to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased, which alterations, fixtures, additions, structures or signs so placed in or upon, or attached to the said premises shall be and remain the property of the Government, and may be removed upon the date of expiration or termination of this sublease, or within ninety (90) days thereafter, by or on behalf of the Government or its grantees, purchasers of said alterations, fixtures, additions, structures, or signs. Page 3  
Lease No. DTFA09 93 L 10632

## 2. RENEWAL.

This Sublease shall automatically be renewed from year to year without rental charge and otherwise upon the terms and conditions herein specified, unless either party shall provide written notice of its intention not to renew the Sublease at least thirty (30) days before the term or any renewal thereof expires; PROVIDED, that no renewal thereof shall extend the period of occupancy of the premises beyond June 30, 1998.

## 3. CONSIDERATION

The Government shall pay the Sublessor no monetary consideration in the form of rental, it being mutually agreed that the rights extended to the Government herein are in consideration of the obligations assumed by the Government in its establishment, operation, and maintenance of facilities upon the premises hereby subleased.

## 4. TERMINATION.

The Government may terminate this Sublease, in whole or in part, at any time by giving at least thirty (30) days notice in writing to the Sublessor. Said notice shall be sent by certified or registered mail.

## 5. RESTORATION.

The Government shall surrender possession of the premises upon the date of expiration or termination of this Sublease. If the Sublessor provides written notice, at least thirty (30) days before the date of expiration or termination, to request restoration of the premises, the Government, at its option, shall Page 4 Lease No. DTFA09 93 L 10632 within ninety (90) days after such expiration or termination, or within such additional time as may be mutually agreed upon, either:

(a) Restore the premises to as good condition as that existing at the time of the Government's initial entry upon the premises under this Sublease or any preceding Sublease (changes to the premises in accordance with paragraph 1(a), 1(b), and 1(c) above, ordinary wear and tear, damage by natural elements and by circumstances over which the Government has no control excepted) or,

(b) Make an equitable adjustment for the cost of such restoration of the premises or the diminution of the value of the premises if unrestored, whichever is less.

#### 6. INTERFERENCE WITH GOVERNMENT OPERATIONS.

The Sublessor agrees not to erect or allow to be erected any structure or obstruction of whatsoever kind or nature or to install or allow to be installed any electronic equipment on the site or adjacent land owned by the Sublessor that may interfere with the proper operating of the facilities installed by the Government under the terms of this Sublease without obtaining the prior written consent from the Government. In the event any such installation is created by the Sublessor, Sublessor agrees to cause the removal of such obstruction or interference.

The Government is granted the right to cut or top trees as necessary for the proper operation of the installed equipment. Page 5 Lease No. DTFA09 93 L 10632

#### 7. WARRANTIES.

The Sublessor hereby warrants that it has acquired and possesses an adequate right in the property described herein, and that it is authorized to grant to the Government the rights and interests set forth herein.

#### 8. CLAUSES INCORPORATED BY REFERENCE.

This Sublease incorporates one or more clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

NOTICE. The following clause or clauses pertinent to this section are hereby incorporated by reference:

## I. FEDERAL ACQUISITION REGULATION

### (48 CFR CHAPTER 1) CLAUSES

52.203 1 OFFICIALS NOT TO BENEFIT. (APR 1984)

52.203 3 GRATUITIES. (APR 1984)

52.203 5 COVENANT AGAINST CONTINGENT FEES. (APR 1984)

52.203 7 ANTI KICKBACK PROCEDURES. (OCT 1988)

52.233 1 DISPUTES. (DEC 1991)

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date above written.

LESSOR

BY

(signature) (official title)

IN PRESENCE OF

(signature) (official title)

UNITED STATES OF AMERICA

BY

(signature) (official title)

Page 6 Lease No. DTFA09 93 L 10632

CORPORATE CERTIFICATE

(To be executed by the Secretary or the Assistant Secretary)

I, , certify that I am the Secretary of the corporation named in the attached agreement, that who signed said agreement on behalf of the corporation was then of said corporation, that said agreement was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

Title

CORPORATE SEAL

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns, have executed this Permit the day and year first above written.

The foregoing Agreement was approved by the Airport Commission at its meeting on the day of , 1993.

Commission Chairman and Airport Director  
Date

APPROVED AS TO FORM ONLY

City Counselor  
Date Comptroller,  
City of St. Louis

Register,  
Date  
City of St. Louis

COUNTERSIGNED

Date  
City of St. Louis

The foregoing Agreement was approved in substance by the Board of Estimate and Apportionment at its meeting on the day of , 1993.

Secretary,  
Date  
Board of Estimate & Apportionment

Attachment 1  
Legal Description

A parcel for the location of a lead in light station containing 113.10 square feet more or less. This parcel shall be located on a tract of land currently owned by Tamurai Associates where the Crystal Garden Apartment Community is located. The parcel being more particularly described as follows:

Beginning at the southeast property corner of the tract of land recorded in Book 7470 Page 602 in the Office of the Recorder of Deeds for St. Louis County thence south 78 37' west 23 feet to a St. Louis County right of way marker; thence north 18 27' 41" east 281.66 feet to a county right of way marker; thence north 07 34'4" west 20.26 feet to a point; this point being the center of a circle with a radius of 6.0 feet, and which circle describes this parcel.

Section Two. This being an Ordinance for preservation of the public peace, health or safety, it is hereby declared to be an emergency measure as defined in Article IV, Section 20 of the City Charter and shall become effective immediately upon its approval by the Mayor of the City of St. Louis.

Legislative History				
1ST READING	REF TO COMM	COMMITTEE	COMM SUB	COMM AMEND
2ND READING	FLOOR AMEND	FLOOR SUB	PERFECTN	PASSAGE
ORDINANCE	VETOED		VETO OVR	